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SIGNATURE FLIGHT SUPPORT LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TBM N160TM, LLC, a California limited liability company; and BLACKHORSE CLOVIS, LLC, a California limited liability company,

Plaintiffs,

v.

SIGNATURE FLIGHT SUPPORT, LLC, a Delaware limited liability company; and DOES 1 TO 50, Inclusive,

Defendants.

Case No.: 1:24-CV-00963-KES-HBK

**STIPULATION FOR ENTRY OF
PROTECTIVE ORDER AND
PROTECTIVE ORDER**

The parties—Plaintiffs TBM N160TM, LLC, a California limited liability company, and BLACKHORSE CLOVIS, LLC, a California limited liability company (hereinafter collectively “Plaintiffs”) and Defendant SIGNATURE FLIGHT SUPPORT LLC, a Delaware limited liability company (hereinafter “Defendant”)—by and through their respective attorneys of record, hereby stipulate for the purpose of jointly requesting that the honorable Court enter a Protective Order in this matter (and pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist. Ct., E.D., Cal. L.R. 141, 141.1, 143, and 251) as follows:

1. PURPOSE AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby

1 stipulate to and petition the Court to enter the following Stipulation and Order. The parties acknowledge
2 that this Stipulation and Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable legal principles. The
5 parties further acknowledge, as set forth below, that this Stipulation and Order does not entitle them to
6 file confidential information under seal; Eastern District Local Rule 141 sets forth the procedures that
7 must be followed and the standards that will be applied when a party seeks permission from the Court
8 to file material under seal.

9 Nothing in this Stipulation and Order shall be construed so as to require or mandate that any
10 Party disclose or produce privileged information or records that could be designated as Confidential
11 Documents/Protected Material hereunder.

12 2. DEFINITIONS

13 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or
14 items under this Order.

15 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,
16 stored or maintained) or tangible things that contain trade secret or other confidential research, technical,
17 cost, price, marketing, or other competitively sensitive confidential and/or proprietary information, as
18 contemplated by Federal Rules of Civil Procedure 26(c)(1)(G), such as documents involving third-party
19 privacy rights, confidential, proprietary, and private financial information relating to the parties,
20 customer lists, vendor and other payee names, prices paid for goods and services, federal, state, and local
21 tax payments, invoices, personally identifiable information, account numbers, business accounts,
22 balance sheets, accounting information, related correspondence, and other similar information, as well
23 as summaries thereof.

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
25 their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or items that it
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.10 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (as well as their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” under the terms of this Stipulation and Protective Order. (The term “Confidential Document” shall be synonymous with the term “Protected Material” for the purposes of this Stipulation and Protective Order.)

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

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1 3. GOOD CAUSE

2 3.1 Good Cause Statement: The parties jointly contend, and Federal Rule of Civil Procedure
3 26(c)(1)(G) recognizes, that there is typically a particularized need for protection for materials that
4 contain trade secret or other confidential research, technical, cost, price, marketing, or other
5 competitively sensitive confidential and/or proprietary information.

6 Per Local Rule 141.1(c)(1) and (2), the parties anticipate that, given the nature of the claims and
7 defenses in this action, discovery will likely include materials that contain trade secret or other
8 confidential research, technical, cost, price, marketing or other competitively sensitive confidential
9 and/or proprietary information such as documents involving third-party privacy rights, confidential,
10 proprietary, and private financial information relating to the parties, customer lists, vendor and other
11 payee names, prices paid for goods and services, federal, state, and local tax payments, invoices,
12 personally identifiable information, account numbers, business accounts, balance sheets, accounting
13 information, related correspondence, and other similar information, as well as summaries thereof, the
14 disclosure of which poses a substantial risk of harm to Plaintiffs TBM N160TM, LLC, and
15 BLACKHORSE CLOVIS, LLC's privacy rights and commercial and competitive interests, and
16 Defendant SIGNATURE FLIGHT SUPPORT, LLC's privacy rights and commercial and competitive
17 interests. This risk of harm to the parties' privacy rights and commercial and competitive interests which
18 would be created by public disclosure of the aforementioned categories of information creates a
19 particularized need for protection.

20 Per Local Rule 141.1(c)(3), the parties believe that the terms of this Stipulation and Protective
21 Order should be entered by a court order, as opposed to a private agreement between or among the
22 parties, because the terms herein will pertain solely to the production and use of discovery in this action
23 and will provide the mechanisms by which the parties can expeditiously resolve confidentiality and
24 privilege related disputes

25 3.2 The entry of a Protective Order by the Court pursuant to this Stipulation and Protective
26 Order shall not be construed as any ruling by the Court on the aforementioned legal statements or
27 privilege claims in this Section 3, nor shall this section be construed as part of any such Court Order.

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1 4. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,
4 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or
5 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections
6 conferred by this Stipulation and Order do not cover the following information: (a) any information that
7 is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain
8 after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,
9 including becoming part of the public record through trial or otherwise; and (b) any information known
10 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from
11 a source who obtained the information lawfully and under no obligation of confidentiality to the
12 Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or
13 order.

14 5. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order
16 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise
17 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this
18 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of
19 all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any
20 motions or applications for extension of time pursuant to applicable law.

21 6. DESIGNATING PROTECTED MATERIAL

22 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
23 Party that designates information or items for protection under this Order must take care to limit any
24 such designation to specific material that qualifies under the appropriate standards. The Designating
25 Party must designate for protection only those parts of material, documents, items, or oral or written
26 communications that qualify – so that other portions of the material, documents, items, or
27 communications for which protection is not warranted are not swept unjustifiably within the ambit of
28 this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to potential sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

6.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER U.S.D.C. E.D. CA CASE NO. 1:24-CV-009630-KES-HBK" to each page that contains protected material.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER U.S.D.C. E.D. CA CASE NO. 1:24-CV-009630-KES-HBK" legend to each page that contains Protected Material.

(b) For testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony.

(c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or

1 establishes that the Designating Party is unwilling to participate in the meet and confer process in a
2 timely manner.

3 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
4 the Challenging Party shall file and serve a motion to remove confidentiality under Eastern District Local
5 Rule 230 and 251 (and in compliance with Eastern District Local Rules 141 and 141.1, if applicable)
6 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet
7 and confer process will not resolve their dispute, whichever is earlier, unless the parties agree in writing
8 to a longer time. Each such motion must be accompanied by a competent declaration affirming that the
9 movant has complied with the meet and confer requirements imposed in the preceding paragraph. In
10 addition, the Challenging Party may file a motion challenging a confidentiality designation at any time
11 if there is good cause for doing so, including a challenge to the designation of a deposition transcript or
12 any portions thereof. Any motion brought pursuant to this provision must be accompanied by a
13 competent declaration affirming that the movant has complied with the meet and confer requirements
14 imposed by the preceding paragraph.

15 The burden of persuasion in any such challenge proceeding shall be on the Designating Party,
16 regardless of whether the Designating Party is the moving party or whether such Party sought or opposes
17 judicial intervention. Frivolous challenges, and those made for an improper purpose (e.g., to harass or
18 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to
19 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a
20 motion to retain confidentiality as described above, all parties shall continue to afford the material in
21 question the level of protection to which it is entitled under the Producing Party's designation until the
22 court rules on the challenge.

23 7.4 Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a Designating Party
24 may remove Protected Material/Confidential Documents from some or all of the protections and
25 provisions of this Stipulation and Order at any time by any of the following methods:

26 (a) Express Written Withdrawal. A Designating Party may withdraw a
27 "CONFIDENTIAL" designation made to any specified Protected Material/Confidential Documents
28 from some or all of the protections of this Stipulation and Order by an express withdrawal in a writing

signed by such Party (or such Party's Counsel, but not including staff of such Counsel) that specifies and itemized the Disclosure or Discovery Material previously designated as Protected Material/Confidential Documents that shall no longer be subject to some or all of the provisions of this Stipulation and Order. Such express withdrawal shall be effective when transmitted or served upon the Receiving Party. If a Designating Party is withdrawing Protected Material from only some of the provisions/protections of this Stipulation and Order, such Party must state which specific provisions are no longer to be enforced as to the specified material for which confidentiality protection hereunder is withdrawn: otherwise, such withdrawal shall be construed as a withdrawal of such material from all of the protections/provisions of this Stipulation and Order;

(b) Express Withdrawal on the Record. A Designating Party may withdraw a "CONFIDENTIAL" designation made to any specified Protected Material/Confidential Documents from all of the provisions/protections of this Stipulation and Order by verbally consenting in court proceedings on the record to such withdrawal – provided that such withdrawal specifies the Disclosure or Discovery Material previously designated as Protected Material/Confidential Documents that shall no longer be subject to any of the provisions of this Stipulation and Order. A Designating Party is not permitted to withdraw Protected Material from only some of the protections/provisions of this Stipulation and Order by this method;

(c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A Designating Party shall be construed to have withdrawn a "CONFIDENTIAL" designation made to any specified Protected Material/Confidential Documents from all of the provisions/protections of this Stipulation and Order by either (1) making such Protected Material/Confidential Records part of the public record – including but not limited to attaching such as exhibits to any filing with the court without moving, prior to such filing, for the court to seal such records; or (2) failing to timely oppose a Challenging Party's motion to remove a "CONFIDENTIAL" designation to specified Protected Material/Confidential Documents. Nothing in this Stipulation and Order shall be construed so as to require any Party to file Protected Material/Confidential Documents under seal, unless expressly specified herein.

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8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for preparing, prosecuting, defending, or attempting to settle this litigation – up to and including final disposition of the above-entitled action – and not for any other purpose, including any other litigation or dispute outside the scope of this action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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1 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
2 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
3 otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition
4 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court
5 reporter and may not be disclosed to anyone except as permitted under this Stipulation and Order.

6 (g) the author or recipient of a document containing the information or a custodian or
7 other person who otherwise possessed or knew the information.

8 8.3 Reservation of Rights. Nothing in this Stipulation and Order shall be construed so as to
9 require any Producing Party to designate any records or materials as “CONFIDENTIAL.” Nothing in
10 this Stipulation and Order shall be construed so as to prevent the admission of Protected Material into
11 evidence at the trial of this action, or in any appellate proceedings for this action, solely on the basis that
12 such Disclosure or Discovery Material has been designated as Protected Material/Confidential
13 Documents. Notwithstanding the foregoing, nothing in this Stipulation and Order shall be construed as
14 a waiver of any privileges or of any rights to object to the use or admission into evidence of any Protected
15 Material in any proceeding; nor shall anything herein be construed as a concession that any privileges
16 asserted or objections made are valid or applicable. Nothing in this Stipulation and Order shall be
17 construed so as to prevent the Producing Party (or its Counsel or custodian of records) from having
18 access to and using Protected Material designated by that Party in the manner in which such persons or
19 entities would typically use such materials in the normal course of their duties or profession – except
20 that the waiver of confidentiality provisions shall apply (see section 7.4(c), *supra*).

21 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
22 LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation that compels
24 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party, preferably (though not necessarily)
26 through electronic mail. Such notification shall include a copy of the subpoena or court order;

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(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulation and Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Stipulation and Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Stipulation and Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulation and Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

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(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulation and Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

12.1 Unauthorized Disclosure of Protected Material.

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

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12.2 Inadvertent Production of Privileged or Otherwise Protected Material.

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. PUBLICATION OF PROTECTED MATERIAL

13.1 Filing of Protected Material.

Without advance written permission from the Designating Party, or a court order secured after appropriate notice to all interested persons, a Receiving Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Eastern District Local Rule 141 and/or 141.1, to the extent applicable.

13.2 Public Dissemination of Protected Material.

A Receiving Party shall not publish, release, post, or disseminate Protected Material to any persons except those specifically delineated and authorized by this Stipulation and Order (see section 8, *supra*); nor shall a Receiving Party publish, release, leak, post, or disseminate Protected Material/Confidential Documents to any news media, member of the press, website, or public forum (except as permitted under section 13.1 regarding filings with the court in this action and under seal).

14. FINAL DISPOSITION

Within 30 days after the final disposition of this action, as defined in paragraph 4, upon written request by the Producing Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating

1 Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
2 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any
3 copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
5 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
6 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
7 product, even if such materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in Section 5
9 (DURATION).

10 15. MISCELLANEOUS

11 15.1 Right to Further Relief. Nothing in this Stipulation and Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 15.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
14 Party waives any right it otherwise would have to object to disclosing or producing any information or
15 item on any ground not addressed in this Stipulation and Order. Similarly, no Party waives any right to
16 object on any ground to use in evidence of any of the material covered by this Protective Order.

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15.3 Counterparts. This Stipulation may be signed in counterparts and a facsimile or electronic signature shall be as valid as an original signature.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: October 28, 2024

WILD, CARTER & TIPTON

By: /s/ Michael C. Titus

Michael C. Titus

Attorneys for Plaintiffs

Dated: October 28, 2024

MANNING GROSS + MASSENBURG LLB

By: /s/ Garth W. Aubert

Garth W. Aubert

Attorneys for Defendant

SIGNATURE FLIGHT SUPPORT LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: October 29, 2024

Helena M. Barch-Kuchta

HELENA M. BARCH-KUCHTA

UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

TBM N160TM, LLC v. SIGNATURE FLIGHT SUPPORT, LLC, et al.

USDC ACTION NO.

I, the undersigned, declare and state:

That I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 444 S. Flower Street, Suite 4100, Los Angeles, California 90071.

On October 29, 2024, I served the following document described as:

STIPULATION FOR ENTRY OF PROTECTIVE ORDER AND PROTECTIVE ORDER

on all interested parties in this action as indicated below:

☒ **BY ELECTRONIC COURT FILING (ECF):** I caused the above-entitled document(s) to be served electronically through the United States District Court, Central ECF website, addressed to all parties appearing in the Court's ECF service list. A copy of the filing receipt will be maintained with the original document in our office.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2024, in Los Angeles, California.



Espie Minassian